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 Victoria Gewalt

7 UNITED STATES BANKRUPTCY COURT
 8 EASTERN DISTRICT OF CALIFORNIA
 9 SACRAMENTO DIVISION

10 In Re:)	Case No.	21-20600-C-11
)	DCN:	RLC-3
11 Victoria Gewalt,)	Date:	March 24, 2021
)	Time:	11:00 a.m.
12 Debtor.)	Dept:	C
)	Courtroom:	35
13 _____)	Judge.	Klein

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 15 **ORDER ON MOTION FOR SALE OF REAL PROPERTY**
FREE AND CLEAR OF LIENS
 16 **[11 U.S.C. §363(f)]**

17 The motion of Victoria Gewalt as the Chapter 11 Debtor-in-Possession in the above
 18 captioned case ("Seller"), for the sale of real property came on for hearing on March 24, 2021.
 19 Stephen M. Reynolds appeared telephonically on behalf of Victoria Gewalt.

20 Findings of Fact and Conclusions of Law are stated in Civil Minutes for the hearing.

21 The Motion to Sell Property filed by Victoria Gewalt, having been presented to the
 22 court, and upon review of the pleadings, evidence, arguments of counsel, and good cause
 23 appearing,

24 **IT IS ORDERED** that Victoria Gewalt is authorized to sell pursuant to 11 U.S.C.
 25 §363(b) and (f) (2) to Reema Bahnasy or their designee the ("Property") commonly known as
 26 490 Club Drive, Tahoe City, CA 96145, APN 083-340-016-000 on the following terms:

27 1. The Property shall be sold to Buyer Reema Bahnasy or their designee for \$826,000,
 28 on the terms and conditions set forth in the Purchase and Sale Agreement dated February 28,

1 2021 and amended by Seller Multiple Counter Offer No. 1 dated March 2, 2021 and Buyer
2 Counter Offer No. 1 executed by Victoria Gewalt on March 3, 2021 (Docket No. 28 Exhibits
3 in support of 25 Motion to Sell Free and Clear of Liens [RLC-3], 25 Motion/Application to
4 Pay [RLC-3]) and as further provided in this Order.

5 2. The sale proceeds shall first be applied to closing costs, sales commissions, property
6 taxes, sales tax and assessments, liens, other customary and contractual costs and expenses
7 incurred in order to effectuate the sale.

8 3. The first priority Note of \$391,000 secured by deed of trust held by Pacific Funding
9 Solutions is not disputed and will be paid in full through escrow accordance with its payoff
10 demand to be provided to Debtor, Debtor's Counsel, and the Escrow agent subsequent to
11 entry of this Order.

12 4. The second priority Note of \$205,000 secured by deed of trust held by Gulamali
13 Faizullah is not disputed and will be paid in full through escrow accordance with its payoff
14 demand to be provided to Debtor, Debtor's Counsel, and the Escrow agent subsequent to
15 entry of this Order.

16 4. The Abstract of Judgment dated February 3, 2017 in the original amount of
17 \$34,084.92 in favor of Hernandez Law Group, Inc. 7777 Greenback Lane, #212, Citrus
18 Heights, CA. 95610 and will be paid in full through escrow accordance with its payoff
19 demand to be provided to Debtor, Debtor's Counsel, and the Escrow agent subsequent to
20 entry of this Order.


21 5. The net proceeds of sale after payment of Pacific Funding Solutions, Gulamali
22 Faizullah, the Hernandez Law Group, the five percent real estate commission, and closing
23 costs shall be held by the debtor pending further order of the court.

24 6. The sale is where is, as is, without any warranty express or implied.

25 7. Seller is authorized to execute any and all documents reasonably necessary to
26 effectuate the sale.

27 8. The appeal period created by Federal Rules of Bankruptcy Procedure 6004(h) is
28 waived.

Dated: March 24, 2021


United States Bankruptcy Judge

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Dated: